

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Elyon International, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Elyon International, Inc. (Elyon) establishment located at 1111 Main St Suite 405, Vancouver, WA 98660-2978, beginning on September 25, 2020. OFCCP found that Elyon failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR 60-300.

OFCCP notified Elyon of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 3, 2021.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Elyon enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Elyon's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246, as amended (E.O. 11246), Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), and/or VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Elyon violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Elyon's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Elyon will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Elyon of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Elyon agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Elyon submits its final progress report required in Section IV, below, unless OFCCP notifies Elyon in writing before the expiration date that Elyon has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Elyon has met all of its obligations under the Agreement.
10. If Elyon violates this Agreement:
  - a. The procedures at 41 CFR 60-300.63 will govern:
    - i. OFCCP will send Elyon a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. The Elyon shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If Elyon is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
    - iv. In the event of a breach of this Agreement by the Elyon, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.

- b. Elyon may be subject to the sanctions set forth in 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Elyon does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### III. Technical Violations and Remedies

1. Violation: During the period January 1, 2019 through December 31, 2019, Elyon's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Elyon's VEVRAA AAP failed to include the policy statement element described in 41 CFR 60-300.44(a).

Remedy: Beginning on September 25, 2020, Elyon included the policy statement element described in 41 CFR 60-300.44(a) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

2. Violation: During the period January 1, 2019 through December 31, 2019, Elyon's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Elyon's VEVRAA AAP failed to include the review of personnel processes element described in 41 CFR 60-300.44(b).

Remedy: Beginning on September 25, 2020, Elyon included the review of personnel process element described in 41 CFR 60-300.44(b) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

3. Violation: During the period January 1, 2019 through December 31, 2019, Elyon's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Elyon's VEVRAA AAP failed to include the reasonable accommodation to physical and mental limitations element described in 41 CFR 60-300.44(d).

Remedy: Beginning on September 25, 2020, Elyon included the reasonable accommodation to physical and mental limitations element described in 41 CFR 60-300.44(d) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

4. Violation: During the period January 1, 2019 through December 31, 2019, Elyon's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Elyon's VEVRAA AAP failed to include the harassment element described in 41 CFR 60-300.44(e).

Remedy: Beginning on September 25, 2020, Elyon included the harassment element described in 41 CFR 60-300.44(e) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

5. Violation: During the period January 1, 2019 through December 31, 2019, Elyon's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Elyon's VEVRAA AAP failed to include the external EEO policy dissemination, outreach and positive recruitment element described in 41 CFR 60-300.44(f).

Remedy: Beginning on September 25, 2020, Elyon included the external EEO policy dissemination, outreach and positive recruitment element described in 41 CFR 60-300.44(f) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

6. Violation: During the period January 1, 2019 through December 31, 2019, Elyon's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Elyon's VEVRAA AAP failed to include the internal EEO policy dissemination element described in 41 CFR 60-300.44(g).

Remedy: Beginning on September 25, 2020, Elyon included the internal EEO policy dissemination element described in 41 CFR 60-300.44(g) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

7. Violation: During the period January 1, 2019 through December 31, 2019, Elyon's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Elyon failed to measure the effectiveness of its VEVRAA AAP; indicate any need for remedial action; determine the degree to which Elyon's objectives have been attained; measure Elyon's compliance with the affirmative action program's specific obligations; and document the actions taken to comply with the obligations of 41 CFR 60-300.44(h)(1)(i) through (v).

Remedy: Beginning on September 25, 2020, Elyon included the audit and reporting system element described in 41 CFR 60-300.44(h) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

8. Violation: During the period January 1, 2019 through December 31, 2019, Elyon's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Elyon's VEVRAA AAP failed to include a statement that identifies the person(s) designated to direct, manage, and ensure the implementation of its AAP, as required by 41 CFR 60-300.44(i).

Remedy: Beginning on September 25, 2020, Elyon included a statement in its VEVRAA AAP that identifies the person(s) designated to direct, manage, and ensure the implementation of its VEVRAA AAP, as required by 41 CFR 60-300.44(i).

9. Violation: During the period January 1, 2019 through December 31, 2019, Elyon's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Elyon's VEVRAA AAP failed to include the training element described in 41 CFR 60-300.44(j).

Remedy: Beginning on September 25, 2020, Elyon included the training element described in 41 CFR 60-300.44(j) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

10. Violation: During the period January 1, 2019 through June 30, 2020, Elyon failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, prior to an offer of employment, in violation of 41 CFR 60-300.42(a).

Remedy: Beginning on November 1, 2020, Elyon invited applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. Specifically, Elyon shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Elyon shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. Elyon may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). Elyon must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

11. Violation: During the period January 1, 2019 through June 30, 2020, Elyon failed to invite applicants for employment, after an offer of employment but before applicants

begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran in violation of 41 CFR 60-300.42(b).

Remedy: Beginning on November 1, 2020, Elyon invited applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, Elyon shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Elyon shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. Elyon may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). Elyon must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

12. Violation: During the period January 1, 2019 through December 31, 2019, Elyon's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Elyon's VEVRAA AAP failed to provide a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

Remedy: Elyon will include in its VEVRAA AAP a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

13. Violation: During the period January 1, 2019 through June 30, 2020, Elyon failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit protected veterans, in violation of 41 CFR 60-300.44(f)(1)(i). Specifically, Elyon did not begin undertaken the outreach and positive recruitment activities until November 1, 2020.

Remedy: Elyon will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR 60-300.44(f)(2).

14. Violation: During the period January 1, 2019 through June 30, 2020, Elyon failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

Remedy: Elyon will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If Elyon concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

15. Violation: During the period January 1, 2019 through June 30, 2020, Elyon failed to advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4.

Remedy: With its initial job listing, and as subsequently needed to update the information, Elyon will advise the employment service delivery system that it is a federal Elyon that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the Elyon official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Elyon shall provide updated information simultaneously with its next job listing.

16. Violation: During the period January 1, 2019 through June 30, 2020, Elyon failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

Remedy: Elyon will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Elyon, as required by 41 CFR 60-300.5(a)2-6.

The WorkSource contact and address is listed below:

Seth Maier, M.Ed.  
Veterans & Military Families Program Operator  
Employment Security Department  
[\[REDACTED\]@esd.wa.gov](mailto:[REDACTED]@esd.wa.gov)  
Cell/Text: (509) 429-[REDACTED]  
[www.facebook.com/WaVetsEmployment](https://www.facebook.com/WaVetsEmployment)

## OFCCP Monitoring Period

1. **Recordkeeping.** Elyon agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Elyon will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Elyon Reports.**

Elyon agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

<u>Report Due Date:</u>	<u>Reporting Period</u>
Report 1: February 28, 2022	July 1, 2021 – December 31, 2021
Report 2: August 31, 2022	January 1, 2022 – June 31, 2022

Elyon will submit reports to: Quanda Evans, Acting Portland Area Office Director, Seattle District Office, 300 Fifth Avenue, Suite 1100 Seattle WA 98104 or at (b) (6), (b) (7)(C)@dol.gov. Elyon and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Elyon provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Elyon believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Elyon will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Elyon of the FOIA request and provide Elyon an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

No reporting requirements for violation 1-11 are required since Elyon has already complied with the requirements.

Elyon will submit report 1 and 2 to include:

- a. Pursuant to Remedy 12: Elyon will include in its VEVRAA AAP a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).



b. Pursuant to Remedy 13 and 14: Elyon will provide documentation (i.e. copies of letters, memos, record of telephone calls, record of meetings, emails, etc.) that it has undertaken appropriate outreach and positive recruitment activities for protected veterans and individuals with disabilities, such as those described at 41 CFR 60-300.44(f)(1)(i). Elyon will also provide its annual assessment of the effectiveness of each external outreach and recruitment effort and the assessment in totality of outreach and positive recruitment efforts, as described at 41 C.F.R. §§ 60-300.44(f)(1) or (f)(2).

c. Pursuant to Remedy 15 and 16: Elyon will advise the employment service delivery system that it is a federal contractor and that Elyon desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the Elyon official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Elyon will also list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) as required by 41 CFR 60-300.5(a)2-6.

3. Close of Monitoring Period and Termination of Agreement. This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Elyon's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Elyon in writing within sixty (60) days of the date of the final progress report that Elyon has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Elyon within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Elyon has met all of its obligations under the Agreement.

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IV. SIGNATURES

The person signing this Agreement on behalf of Elyon personally warrants that he or she is fully authorized to do so, that Elyon has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Elyon.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Elyon International, Inc.

(b) (6), (b) (7)(C)

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Carmen Nazario  
President  
Elyon International, Inc.  
1111 Main St. Suite 405  
Vancouver, WA 98660

DATE: June 3, 2021

(b) (6), (b) (7)(C)

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Quanda Evans  
Acting Portland Area Director  
Office of Federal Contract  
Compliance Programs  
Seattle District Office

DATE: June 9, 2021

(b) (6), (b) (7)(C)

\_\_\_\_\_  
Leigh Jones  
District Director  
Office of Federal Contract  
Compliance Programs  
Seattle and Portland Offices

DATE: \_\_\_\_\_